

AMENDMENT

It is agreed by and between the State and the Contractor that the contract No. 31214 on the subject of State's Health & Human Services Enterprise Platform (HSEP) specifically related to Operational Regulatory Standardization Development, effective July 18, 2016 (the "Contract"), is hereby amended effective October 26, 2016, as follows:

1. By deleting Section 3 (Maximum Amount) of the base Contract, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$7,423,564.**

2. By deleting Subsection III (Passive Qualified Health Plan (QHP) Remediation) of Section H of Attachment A and inserting the words "INTENTIONALLY OMITTED."

3. By deleting Subsection VI (Root cause analysis of data inconsistencies between BRM/OPA, Siebel, WEX Health, and the Carriers), Section H of Attachment A and substituting in lieu thereof the following Subsection VI (Root cause analysis of data inconsistencies between BRM/OPA, Siebel, WEX Health, and the Carriers):

VI. Root cause analysis of data inconsistencies between BRM/OPA, Siebel, WEX Health, and the Carriers

The Contractor shall perform a root cause analysis for each incident involving missing data (i.e., data never transmitted) and inconsistencies in values as data integrates across BRM/OPA, Siebel, WEX Health, and Carrier systems. Contractor shall identify work to prevent data integrity issues between the BRM/OPA, Siebel, WEX Health, and Carrier systems. Contractor shall deliver each root cause analysis and a detailed development plan of "Level of Effort" (LOE) and cost to remediate identified root causes. No LOE will be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative.

Key Expectations:

The State shall provide or cause its third party vendors to provide Contractor with "read only" access to production data to create an LOE. Any delays in getting the Data refresh line item completed may delay this item. (State and M&O Vendor/Team Responsibility)

Key Performance Indicator for RCA & Remediation or Data inconsistency RCA:

Contractor shall:

- Identify integration issues between Siebel, SOA and BRM/OPA for data drops and erroneous mapping of data.
- Create a detailed development plan to resolve identified integration issues.

- Identify integration failures between Siebel and BRM/OPA and create a detailed remediation plan for each issue identified.
- Identify BRM/OPA issues that produce either erroneous or no outcomes for entities such as verification items and benefit line and develop a detailed development plan to resolve each issue identified.
- Identify integration issues between Siebel and WEX Health and create a detailed remediation plan for each issue identified.

4. By deleting Subsection VII (Electronic Data Interchange (EDI) Dashboard/Access) of Section H of Attachment A and inserting the words “INTENTIONALLY OMITTED.”
5. By deleting Subsection VIII (WEX Health Reconciliation Tool) of Section H of Attachment A and substituting in lieu thereof the following Subsection VIII (WEX Health Siebel View):

VIII. WEX Health Siebel View

The Contractor shall deliver a view within the Siebel environment to provide access to enrollment data from WEX Health system. This new view will be incorporated into Member Coverages under Individual Policy Screen in Siebel. Invoices and “paid through” dates shall be generated based on the information in the WEX Health system. This view will enable the State and its third party vendors to determine whether there is a discrepancy between the Siebel environment and the WEX Health system that is causing an invoicing error. The State shall be able to view WEX Health system data without having to open up the WEX Health system separately or click between tabs within the Siebel environment. The delivery of this view shall not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative. The Contractor shall provide the deliverables for User Acceptance Testing on or before close of business on February 20, 2017.

Key Expectations:

- Enrollment data from the WEX Health system shall be available in Siebel.
- State worker does not have to take any action to view this information (no separate tab, calling for data refresh, or opening WEX system).
- This will reduce the amount of time and effort spent by the State working on a case.
- Contractor shall not be responsible for providing the functionality to retrigger transactions.

Key Performance Indicator for completed WEX Health Siebel View:

Contractor shall deliver the following functionality:

- WEX Health system data shall be available under Member Coverages.
- WEX Health system data in the Siebel environment is current without manual intervention.

6. By deleting Subsection X (Block non-verified enrollment Medicaid) of Section H of Attachment A and inserting the words “INTENTIONALLY OMITTED.”
7. By deleting Subsection XI (Notice Suppression) of Section H of Attachment A and inserting the words “INTENTIONALLY OMITTED.”
8. By deleting Subsection XII (Benefit Tier Mismatch) of Section H of Attachment A and substituting in lieu thereof the following Subsection XII (Benefit Tier Mismatch):

XII. Benefit Tier Mismatch

Vendor shall perform analysis work to validate that there are no remaining defects related to Benefit Tier Mismatch.

9. By deleting Subsection XIII (Data Refresh of Stage development environment (STG) and Training development environment (TRAIN) from Production environment (PROD)) of Section H of Attachment A and inserting the words “INTENTIONALLY OMITTED.”
10. By adding the following Subsection XIX (Electronic Data Source for Redetermination) to Section H of Attachment A:

XIX. Electronic Data Source for Redetermination

The Contractor shall deliver functionality to calculate Advance Premium Tax Credit (“APTC”) eligibility using IRS income data received through the federal data services hub, instead of customer attestation, when eligibility is redetermined after a household fails to provide documentation of its attested annual income. This solution will not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative. The Contractor shall provide the deliverable for User Acceptance Testing on or before close of business on December 15, 2016.

Key Expectations:

- IRS data shall be protected pursuant to FTI requirements.
- EDS data shall not overwrite application data.
- System shall identify when EDS data (income data from the IRS database) is used instead of application data (attestation of income given by the customer on their coverage application).
- The State shall perform an analysis to support this deliverable including potential design solutions.

Key Performance Indicator for EDS Redetermination

- Contractor shall deliver system functionality to redetermine APTC eligibility using IRS data.

11. By adding the following Subsection XVII (Reason Code for Notices – Phase I) to Section H of Attachment A:

XVII. Reason Codes for Notices – Phase I

The Contractor shall implement notice language for the “reason codes” currently deployed in the rule base. This deliverable shall allow the State to begin sending notices of decision to applicants/recipients with the correct denial/termination information for purposes of compliance with federal law and regulations. This solution will not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative. The Contractor shall provide the deliverables for User Acceptance Testing on or before close of business on December 15, 2016.

Key Expectations:

The State will provide the notice language corresponding to each currently deployed reason code.

Key Performance Indicator for Reason Codes for Notices:

- Contractor shall deliver functionality which populates correct language into notices of decision for each respective reason code underlying the eligibility determination for each applicant/recipient.

12. By adding the following Subsection XX (Medicaid Renewal Notices) to Section H of Attachment A:

XX. Medicaid Renewal Notices

The Contractor shall automate Medicaid renewal notices including prepopulated notice, passive renewal notice, renewal notice of decision, and batch termination notice for nonresponsive Medicaid renewals required for passive Medicaid renewals, required under federal rules. This solution will not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative. The Contractor shall provide the deliverables for User Acceptance Testing on or before close of business on December 15, 2016.

Key Expectations:

- State will provide notice templates.

Key Performance Indicator for Medicaid Renewal Notices

Contractor shall deliver functionality which generates Medicaid renewal notices containing correct text and data pursuant to appropriate triggers.

13. By adding the following Subsection XV (APTC Recalculation Update) to Section H of Attachment A:

XV. Advance Premium Tax Credit (APTC) Recalculation Update

The Contractor shall update the OPA rule base to ensure correct APTC eligibility for households that undergo a midyear change. When a household reports a change of circumstances affecting APTC, such as household size, plan tier, or income, the new amount of APTC that is granted shall factor in the amount of APTC that the household has already received for the year. This solution will not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative after successful testing of the updated APTC calculation formula. The Contractor shall provide the

deliverables for User Acceptance Testing on or before close of business on December 15, 2016.

Key Expectations:

- The State shall perform an analysis to support the OPA rulebase update.
- Contractor shall not be responsible for *resolving* historic data issues.

Key Performance Indicator for APTC Recalculation:

Contractor shall deliver functionality which correctly calculates APTC after a Change of Circumstances ("COC") arising from such things as changes to household size, plan tier, or income.

14. By adding the following Subsection XVIII (Implement WEX API Integration) to Section H of Attachment A:

XVIII. Implement WEX API Integration

- Contractor shall deliver functionality which enables the State to cancel or terminate subscriber's enrollment in one plan and add an enrollment into another plan by launching one call (not multiple calls), so that State and federal subsidies are allocated appropriately. The Contractor shall provide the deliverables for User Acceptance Testing on or before close of business on December 15, 2016.

Key Expectations:

1. This will reduce the number of transactions at WEX Health that cause incorrect allocation of money.
2. This would reduce the number of transactions that appear on the 820 reporting file because the State would not be unnecessarily drawing funds down and then immediately repaying them; rather only the net amount will appear in the 820 reporting file.

Key Performance Indicator for Eliminate Multiple Plan Calls for A Plan Change:

- VPA will remain intact on the account when no changes are made to VPA
- 820 will show no transactions that net to zero

15. By adding the following Subsection XVI (Verification, Rules, and notices (LOE)) to Section H of Attachment A:

XVI. Verification, Rules and notices (LOE)

The Contractor shall provide a detailed analysis of the State's verification plan, verification notices, and identify required system improvements and system automation for purposes of the implementation of full verification functionality including verification rules, notices, triggers, due dates, redetermination and/or closure for non-response. The Contractor shall provide the deliverables on or before close of business on November 14, 2016.

Key Expectations:

- This analysis will permit the State to prepare for the implementation of improvements and automation of its verification processes.

16. By adding the following Subsection XXI (Prospective Reporting for SEPs) to Section H of Attachment A:

XXI. Prospective Reporting for Special Enrollment Periods (SEPs)

The Contractor will deliver functionality for system enrollees to report the following qualifying events up to 60 days ahead of time: loss of minimum essential coverage, permanent move to Vermont (with attestation of previous coverage), and release from incarceration. The functionality shall also enable the State to enter a special enrollment period pursuant to federal rules. This solution will not be considered complete without a Deliverable Acceptance Document signed and approved by the State Authorized Representative. The Contractor shall provide the deliverables for User Acceptance Testing on or before close of business on March 1, 2017.

Key Expectations:

- Prospective reporting allows plan selection to gain a coverage effective date of first of the month following qualifying event to avoid a gap in coverage.
- The State has undergone analysis to support this update.

Key Performance Indicator for Prospective Reporting for SEPs:

- Customer (or worker on behalf of customer) can report a qualifying event up to 60 days ahead of time, select a plan, and enroll in coverage with the correct effective date.

17. By deleting Subsection V (Project Releases, Warranty, and Options) of Section M of Attachment A, and substituting in lieu thereof the following Section V:

V. Project Releases, Warranty and Options.

The Contractor has set forth warranty options for a 90 or 180-day warranty support plan in the table below. During the warranty period, any Defects relevant to that Phase, Release or Solution will be fixed at no cost to the State. The warranty support period will initiate within 2 weeks of the deployment of each code drop to UAT, following State approval and sign-off of the DAD. The State understands that delays in State approval and sign-off of the DAD delay the start of UAT or go live and may impact the warranty support timeline, which may also increase Contractor's resource cost and price to State. Any delays resulting in extensions of the warranty timeline may be subject to the change request process. Time is of the essence for the following dates in the chart in Exhibit 1 to this Attachment A.

State-Caused Delays.

- (a) The Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS.
- (b) While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be responsible for

any delays in Release implementation or Phase provided the delay is less than or equal to fifteen (15) business days per Release or Phase. Such readjustment, rescheduling, or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to fifteen (15) business days per deliverable.

(c) Notwithstanding any provision to the contrary, if the State causes a delay more than fifteen (15) business days per deliverable, either party may make a Change Request in accordance with the Change Management Plan and, if required, an amendment to this Contract. If the State causes a delay of more than fifteen (15) business days per deliverable, the Contractor shall not be penalized (as listed in this Agreement, notwithstanding SLAs in the QA/QC Plan) for providing late deliverables, as it relates to that specific State-caused delay. Furthermore, if the State causes a delay of more than fifteen business (15) days per deliverable the Contractor and State shall mutually prepare IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities.

18. By deleting Exhibit 1 to Attachment A, and substituting in lieu thereof the following Exhibit 1:

The schedule below depicts the timeline for the implementation of the scope items in this agreement. It should be noted that the actual timeline would be finalized upon project initialization and periodically updated mutual agreement of State and Contractor.

[illegible]

19. By deleting Attachment B (Payment Provisions), and substituting in lieu thereof the Attachment B attached to this Amendment:

Except as modified by this first amendment all provisions of the Contract, (#31214) shall remain unchanged and in full force and effect.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AMENDMENT:

STEVEN COSTANTINO, COMMISSIONER
DATE
AHS/DVHA
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Steven.Costantino@vermont.gov

ALI HASAN, CHIEF OPERATING OFFICER DATE
SPERIDIAN TECHNOLOGIES
9201 Corporate Blvd. Suite 450
Rockville, MD 20852
Phone: 505-506-5503
Email: ali.hasan@speridian.com

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 calendar days from date of invoice, payments against this contract will comply with the State's payment terms. State of Vermont will pay invoices within 30 calendar days from the date of receipt. Calendar days are defined as any day aside from weekend and holidays. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The maximum amount of this Contract shall not exceed **\$7,423,564**.
2. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
3. No benefits or insurance will be reimbursed by the State.
4. Invoices shall reference this contract number, include date of submission, invoice number, period of performance for services, and amount billed for each deliverable line and total amount billed. Invoices shall be submitted electronically to:
5. Emily.Trantum@vermont.gov
Business Office, Contracting Unit
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
6. The Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. The rates in this contract are all inclusive of expenses and travel. There will be no reimbursement of expenses for travel, mileage, meals, or any other expenses under this contract.
7. Payment for Deliverables and Releases.
 - a. Upon the State's acceptance and approval of each deliverable in the following table, the State shall issue the Contractor a Deliverable Acceptance Document (DAD). Upon issuance the Contractor shall invoice the State for the associated deliverable. At such time, the State shall pay 90% of the Deliverables with an associated warranty and 100% of the Deliverables without warranties associated.
 - b. The Contractor shall include the DAD signed by the State Authorized Representative in the invoice submission.
 - c. The State shall withhold 10% of each Deliverable until the State issues the Contractor a Certificate of Acceptance after the conclusion of the warranty period (if applicable).

- d. After the Certificate of Acceptance is issued in accordance with Attachment A and the warranty period is complete, the Contractor shall invoice for the warranty amount and the State withheld amount.
- e. For deliverables which have been accepted by the State and which are funded and categorized as *Shared* or *QHP* below, the Contractor shall invoice the State by 11/30/2017 in order to allow the State to close out associated federal grants within the federally authorized time frame.
- f. The chart below represents the parties' agreement regarding each deliverable, the price, the finance category, and the selected warranty for each deliverable.

| Scope of Work | | | | | | |
|------------------|-------------|---|-----------|-----------------|------------------|----------------------------------|
| Finance Category | Task Number | Deliverable | Price | 90 Day Warranty | 180 Day Warranty | Deliverables Must Be Accepted By |
| Shared | I | PCI DSS Compliance | \$414,571 | | \$135,385 | 12/30/16 |
| Medicaid | II | Ex-Parte/Passive Medicaid | \$544,728 | | \$177,890 | 12/30/16 |
| Shared | IV | RRV | \$298,877 | \$58,562 | | 12/30/16 |
| QHP | V | Changes Across Plan Years | \$535,086 | | \$174,741 | 12/30/16 |
| Shared | VI | Root cause analysis of data inconsistencies between BRM/OPA, Siebel, WEX Health, and the Carriers | \$327,801 | | | 12/30/16 |
| Shared | VIII | WEX Health Siebel View | \$372,127 | \$74,426 | | 2/20/17 |
| Shared | IX | Triage and Correct Root Causes of M&O Automated Scripts | \$53,715 | | | 12/30/16 |
| Shared | XII | Benefit Tier Mismatch | \$39,900 | | | N/A |
| QHP | XV | APTC Recalculation Defect | \$162,792 | \$32,558 | | 12/19/16 |
| Shared | XVI | Verification, Rules, and Notices (LOE) | \$293,930 | | | 12/30/16 |
| Shared | XVII | Reason code for notices – Phase 1 | \$360,856 | \$72,171 | | 12/30/16 |
| QHP | XVIII | Implement WEX API integration | \$456,722 | \$91,344 | | 12/30/16 |
| Medicaid | XX | Medicaid Renewal notices | \$505,192 | \$101,038 | | 12/30/16 |
| QHP | XXI | Prospective Reporting for SEPs | \$253,232 | \$50,646.00 | | 2/20/17 |
| QHP | XIX | Electronic Data Source Redetermination | \$321,062 | \$64,212 | | 12/30/16 |

| Sub Total | | | \$4,940,591 | \$544,957 | \$488,016 | |
|--|--------------------|--|--------------------|------------------------|-------------------------|---------------------|
| Risk Mitigation Scope | | | | | | |
| Finance Category | Task Number | Deliverable | Price | 90 Day Warranty | 180 Day Warranty | Release Date |
| | XIV | Regression Suite | | | | |
| Shared | | Release 1 – Automation Framework | \$435,000 | | | 9/26/2016 |
| Shared | | Release 2 – First set of scenarios | \$290,000 | | | 10/17/2016 |
| Shared | | Release 3 – Second set of scenarios | \$290,000 | | | 11/7/2016 |
| Shared | | Release 4 – Third set of scenarios | \$290,000 | | | 12/5/2016 |
| Shared | | Release 5 – SOA-based test scenarios, and the User Guide | \$145,000 | | | 12/19/2016 |
| Sub Total | | | \$1,450,000 | <i>N/A</i> | <i>N/A</i> | |
| Grand Total of Potential Contract | | | \$7,423,564 | | | |